

# **Request for Qualifications**

## **Development of Kingsport Area 2040 (Long-Range) Transportation Plan (includes development of travel demand model)**



### **Kingsport Tennessee/Virginia**

**(Kingsport, Sullivan County, Church Hill, Mt. Carmel, Hawkins County,  
Washington County, Greene County, Gate City, Weber City, Scott County)**

### **Metropolitan Transportation Planning Organization (MTPO)**

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# 1. Request for Qualifications

## a. Requested Product

The Kingsport Tennessee / Virginia Metropolitan Transportation Planning Organization (MTPO) is hereby requesting detailed “Statements of Qualifications” from transportation planning or related firms that can demonstrate and present a comprehensive summary of their ability to successfully carry out the process of, and complete, the Kingsport Area 2040 (long-range) Transportation Plan. This document will ultimately be reviewed by state and federal agencies and then subsequently approved and adopted by the MTPO Executive Board. The product requested from the selected firm is further described as;

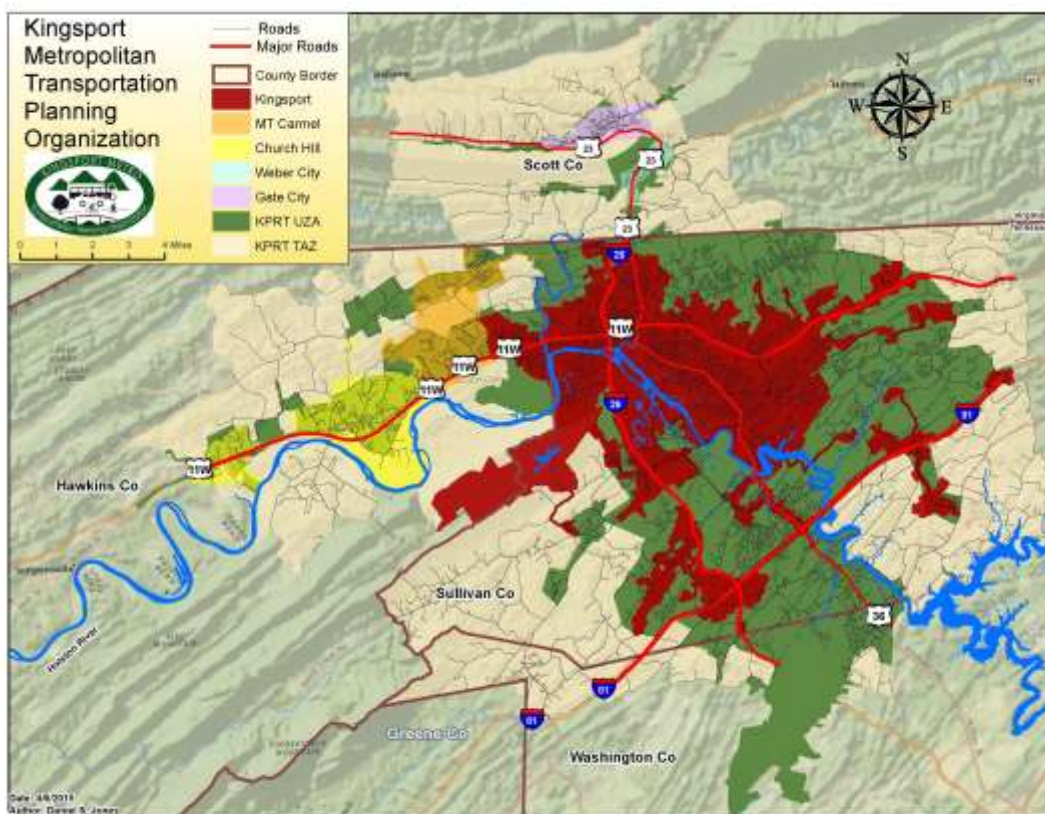
**Development and completion of the Kingsport MTPO Area 20 Transportation Plan. The Plan will be multi-modal, fiscally constrained, and follow several mandated procedures, including public involvement and inter-agency consultation. It will also contain several elements, including the development and completion of a travel demand forecasting model for the study area. It will also address federal Planning Emphasis Areas (PEA's) and Performance Measures. It will be prepared for final review and acceptance for conformity by State and Federal Agencies (TDOT, VDOT, FHWA, and FTA) and prepared for approval by the MTPO Executive Board. It will also be prepared in order to meet the metropolitan planning requirements of MAP-21 (Moving Ahead for Progress in the 21<sup>st</sup> Century) or the Federal Transportation Act in place at the time of the Plan's adoption, and to provide necessary data for the MOVES (air quality) modeling process.**

## b. General Qualifications and Requirements

Statement of Qualifications will be detailed in a manner that clearly expresses the ability to complete these items using a process which includes inter-agency consultation and public participation, as required by the Federal Highway Administration and other federal transportation agencies, as well as the State Departments of Transportation (TDOT and VDOT). In addition, the “required elements” within the 2040 Transportation Plan must also be included in order for the processes and products to be met and finalized for review by all oversight agencies and adoption by the MTPO Executive Board, i.e. model outputs, multimodal section, constraint section, and demographic data. This is also necessary in order to; comply with federal / state regulations, gain approval by state and federal agencies, and be adopted by the MTPO Executive Board.

The qualified firms must also demonstrate their ability to meet deadlines, as specified by the MTPO and state and federal agencies, related to each product described in the scope of work. They must be able to work with, and be available to effectively communicate the local MTPO Staff in getting products completed in a timely and efficient manner – within the fee and budget limitations agreed upon by the MTPO and supervising agencies. The MTPO “Selection Committee” (see Section 5) will focus on choosing a firm that has a thorough knowledge of long-range transportation planning procedures and methodologies as well as associated federal and state policies and regulations. They should also have experience in completing air quality conformity reports and long-range transportation plans.

## 2. Introduction / Background



### a. Kingsport Metropolitan Transportation Planning Organization (MTPO) - Background / Overview

Transportation Planning activities within Metropolitan Kingsport focus on the development of recommended improvements to area transportation systems and facilities. The Kingsport Metropolitan Transportation Planning Organization (MTPO), which was founded in 1976, is responsible for these activities, which include two primary functions; (1) development of the area's transportation system as well as (2) long-range planning. Both are founded on an analytical approach that involves the collection and evaluation of statistical data, including traffic counts, safety records, and an inventory of transportation facilities.

The planning process is also cognizant of changes in traffic patterns based on demographic and economic conditions as well as controlling factors, such as the environment, geographic features, and financial constraints. In this manner the MTPO's goal is, and will continue to be, an adherence to the policies and directives of the United State Department of Transportation, the Tennessee and Virginia Departments of Transportation, the City of Kingsport, Hawkins, Sullivan, Washington and Scott (Va.) Counties. This includes a continuous, comprehensive, and co-operative(3 "C") planning process. Kingsport MTPO jurisdictions also include the Town of Church Hill, Town of Mt. Carmel, Weber City, and Gate City in Virginia.

## **b. 2040 Transportation Plan – Parameters / Contents**

As in most MTPO areas, the 2040 Plan will also be referred to as the Long-Range Plan “Update”. With the exception of the first plan (completed in 1976), the 2040 Plan will also be founded to some degree on previous Transportation plans as well as on other contributing plans. The 2040 plan will also focus on a stronger link between land use planning, between external influences i.e. commuter patterns and external traffic generation, and lastly Intelligent Transportation system (ITS). “Non-motorized modes”, specifically bicycle and pedestrian issues will also be linked with land use patterns and projections.

In considering the entire Plan and all inclusive elements, the selected consultant will be responsible for assuring that the Plan meets the metropolitan planning requirements of MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP- 21) OR the federal transportation act in place at the time of the Plan’s adoption. Any new initiatives and PEA’s created through the next transportation act will thus be incorporated in to the 2040 Plan.

## **c. Public participation / Inter-Agency Consultation**

An important part of the long-range planning process in past efforts and, even more important in future, are the public participation and inter-agency consultation elements. Public participation starts early and should be consistent throughout the development and completion of the plan. The contract consultant will develop a plan of action and work closely with the local MTPO Staff as well as the State DOTs to assure that the process is followed according to state and federal policy and also provide ample opportunities for the public to interject their thoughts, opinions, and suggestions in to all of the final products that are forthcoming from this effort. Various outlets for public participation are available, including those identified in the MTPOs public participation plan.

Inter-agency consultation is also an integral part of the participation process. Timely interaction and review steps are an important part of this process and close communication and scheduling must be followed in order to meet federal and state requirement for the Kingsport 2040 Plan. Communication with state over-sight departments is the key to working through both the interagency consultation as well as the public participation processes. Finally, State DOTs and the federal agencies have specific rules and regulations governing public participation and interagency consultation. As a result, the selected consultant must have a keen awareness and knowledge of these and be able to carry out these elements. Development of the new LRTP shall adhere to the current Kingsport MTPO’s Public Participation Plan.



### **3. Purpose and Need**

#### **a. Federal Requirements and Plan Scheduling**

Probably THE most important things that an MTPO can produce as part of its portfolio of transportation planning products is the area's 20+ year / long-range transportation plan. As part of their charter and purpose, MTPO's nationwide are mandated by federal legislation and state policy to publish, maintain, and approve a compliant twenty year plan. The Kingsport MTPO has, over its 30+ years of existence, written several Long-Range Plans. These were typically updated every 5 years, although this has not been followed until recently. They must now be updated every 4 years (if non-attainment) or 5 years, depending on the air quality status designated for local jurisdictions. Kingsport's next Plan "update" (either option is available) is due in June of 2017 and a required "new" plan will be due in 2021, if non-attainment. It is possible, due to the changes in EPA air quality standards, the Kingsport area may become non-attainment, therefore, the long-range plan updates may go to a 4-year schedule. State and federal government oversight agencies and departments that will provide administrative supervision over the completion of products identified in this request include the Tennessee Department of Transportation, the Virginia Department of Transportation, and the United States Department of Transportation (Federal Highway Administration and Federal Transit Administration). Review of progress on the Plan and process will occur through these agencies and departments. They will provide assurance that the Plan meets state and federal transportation planning regulations and policies. This includes following TDOT MTPO Guidelines for Modeling Procedures. This will ultimately result in an affirmation on compliance from these agencies as well as the adoption by the MTPO Technical Coordinating Committee and MTPO Executive Board. Note the role of the state and federal agencies is to review the Long-Range Plan and make sure it meets federal metropolitan transportation planning requirements.

#### **b. Air Quality Conformity Plans and Internal Elements**

Because of the potential of non-attainment status, within this contract the consultant will be responsible for assuring that the TRANSCAD model has been developed and completed to a level of quality whereby it can accommodate a smooth transition for air quality modeling purposes and a subsequent Conformity Report (note; this process and Report will be managed and conducted through the Tennessee Department of Transportation). This includes output compatible with the MOVES software.

The Long Range Transportation Plan shall meet federal and state requirements and comply with MTPO policies and guidelines, as administered and supervised through the Tennessee and Virginia Departments of Transportation. Like many other long-range plans, Kingsport's must be developed with a mandate to include a fiscally constrained and appropriate scheduled set of recommended improvements for the area's future multi-modal transportation system; improvements that are based on anticipated changes in the land use, population and employment, as well as other conditions (changes in external or "through" traffic patterns) that affect the movement of people, goods, and services within the study area.

## 4 Scope of Work, Specifications, and Tasks

### Development and Completion of Kingsport Metropolitan Area Year 2040 Transportation Long-Range Plan

#### TASK A. Traffic Modeling (using **TRANSCAD**)

*NOTE: The selected consultant will follow all policies and procedures contained in the “Minimum Travel Demand Model Calibration and Validation Guidelines for the State of Tennessee”.*

*All steps found in the Model Approval Procedures Manual must be completed and accepted by TDOT Systems Planning (Modeling Section) Staff for the model to be certified as acceptable for use in the Kingsport Area Long-Range Transportation Plan. TDOT personnel will review the Kingsport model for accuracy in calibration and validation. Prior to initiation of model development, the selected consultant will provide TDOT with an outline of how they intend to develop the model.*

1. Assist MTPO Staff in development of background data for model input (finalize network files, TAZ's, accumulate / organize trip data, etc.)
- a. Work with state DOT to assure model development is according to state / federal standards and procedures (accepted parameters)
3. Calibrate model to level of acceptance by state / federal agencies for current conditions (using accepted trip equations)
4. Assist in developing forecasted build vs. no-build conditions based on MTPO and Planning Staff projections for future land use, employment, and demographic conditions for horizon years 2030 and 2040.
5. Run alternatives using recommended network(s) for horizon years 2030 and 2040 and develop output reports.
6. Develop final report indicating impact of recommendations on future roadway networks (and inclusive of other transportation modes)
7. Includes model output that accommodates MOVES air quality model

#### TASK B Plan Development

1. Review previous 2035 MTPO-Area Long-Range Transportation Plan.
2. Develop “Plan of Action (and schedule) for inter-agency consultation and public participation (refer to Kingsport Public Participation Plan)
3. Establish process and steps to complete and adopt of new plan and review these with TDOT, VDOT, and Federal (oversight) Agencies
4. Establish and inventory all elements and parameters needed in development and completion of 2040 Plan, including the establishment of goals and objectives
  - a. establish accepted / adopted goals and objectives
  - b. multi-modal; focus on public transit, bicycle and pedestrian, and potential rail elements
  - c. traffic forecasting – approved methodology

- d. land use and demographic research – acceptable projections
  - e. freight element – emphasis
  - f. financial constraint - current and predicted cost and revenues
  - g. recommended improvements – all modes
  - h. recommendations -linked to air quality conformity / maintenance  
(Note: the modeling outputs must provide compatible outputs  
MOVES conformity analysis software)
  - i. recommendations -linked to environmental sensitivity.
5. Assure inclusion of (or reference to) federal initiatives , planning factors and planning emphasis areas.
6. Public Hearings and Inter-Agency Participation Process – using adopted public participation plan and state accepted process, work with MTPO Staff to set up and conduct public hearings and other communications to assure citizen input has been satisfied prior to adoption of plan
7. Plan Elements should include the following (typical chapters are developed on each item);
- a. Goals and objective for the Plan (work with MTPO Staff)
  - b. Background and review of previous MTPO Plans  
Description and results of public involvement and inter-agency consultation process
  - c. Existing land use and demographic (population / employment) conditions
  - d. Existing transportation system and conditions
  - e. Projection of land use, population, and employment – for travel demand forecasting
  - f. The Plan will have an established “base year”, and an ending year, with one mid-term horizon year (for air quality purposes)
  - g. Future roadway conditions – recommended improvements (2 “tiers” or priority lists; 2030 and 2040)
  - h. Travel demand modeling based on future land use
  - i. Review of current and future Air Quality conditions and Conformity Needs (non-model analysis / summary) – note this analysis should compliment the air quality (MOVES) modeling process and results.
  - l. Public Transit (bus) element
  - m. Freight and Truck movement element
  - n. Bicycle and Pedestrian element
  - o. Environmental Areas and Impacts (Title VI analysis)
  - p. Financial Resources and Constraints including a financial model (cost versus revenues)
  - q. Data sets and additional references (appendices)
  - r. Safety elements (crash rates and identification of problem areas greater than the state minimum standards)
  - s. Operations and Maintenance level of effort.

#### 8. Performance Measures

The 2040 Regional Transportation Plan is to follow the applicable requirements of MAP-21 for performance measures, performance targets, and a performance-based approach to transportation decision making and the development of transportation plans. The Consultant will coordinate with the MTPO and with TDOT as additional information related to performance and performance-related requirements becomes available. In general, performance measures and targets developed for the MTPO must support national goals.



## 5 RFQ Process

### a. Submittal and Receipt of “Statement of Qualifications”

(please include any certifications, reference to licenses, and assurances)

Submittal Details, Eligibility, and Deadlines:

1. Date; June 29, 2015
2. Time; 4:00 P.M. Eastern Time
3. Location: Council Room – Second Floor, Kingsport City Hall 225 West Center Street Kingsport, Tn. 37660
4. Packaging:
  - Sealed Envelope
  - Clearly Marked Labeled on Front Entitled “Kingsport MTPO – “Statement of Qualifications for Development of Kingsport Area 2040 (Long-Range) Transportation Plan”
  - Do not include copies of previous work (site examples / summary only) Examples should be twenty-five pages or less.
  - Number of Copies; Two (2) - in same package and one digital copy.

Firms do NOT have to be listed on TDOT or VDOT list of pre-qualified companies in order to be considered.

Qualifications must be submitted no later than the established deadline, as identified in the schedule above. **A late submittal will not be accepted and failure to submit qualifications before the deadline will be disqualified.**

### b. Submittal of Qualifications – Additional Requirements

Amendments to RFQ

The MTPO reserves the unilateral right to amend this RFQ in writing at any time prior to the deadline for statements of qualification. It is the responsibility of the submitter to obtain any or all amendments. Each submitter should respond to the amendments through the final written Statement of Qualifications and any exhibits, attachments, and amendments.

Amendments an/or Adjustments to Statements of Qualifications

Each submitter is liable for all documented errors and omission. A submitter will not be allowed to alter or amend proposal documents after the proposal deadline.

Right of Rejection

The MTPO reserves the right, at its sole discretion, to reject any and all submissions in accordance with applicable laws and regulations.

Other Requirements

No alternative service should be submitted or will be accepted.

Each submission must comply with all of the term, conditions, and performance requirements of the MTPO. Anything contrary to these will be considered non-responsive.

Submitters may not submit their own contract term and conditions

We reserve the right to eject Non-Responsive Submittals. Non-responsive submittals are those that do not comply with the specifications and/or details of the RFQ, as requested.

A submitter may withdraw a submittal at any time up the proposal deadline. This should be communicated through a written notice.

### **c. Evaluation and Selection Process**

Once qualifications are submitted, the selection process will include an initial evaluation of submittals from qualified firms (minimum requirements). This will lead to a “short list” which will be evaluated by a committee established through the MTPO Executive Staff. The evaluation will be accomplished through the committee’s consensus on the following qualifications;

- (1) a focus on experience (working like products)
- (2) knowledge of the processes, elements, and steps leading to completion of the plan
- (3) adequate staffing and manpower
- (4) interactive skills (with local government employees - knowledge and understanding of MTPO's, DOT Federal agencies)
- (5) skills in financial aspects of transportation planning and projects
- (6) skills and knowledge of the environmental transportation planning or “conformity process” – particularly air quality **(NOTE; while the selected consultant will NOT be completing an Air Quality Conformity Report as part of this contract, the model output should be compatible for use with MOVES software**
- (8) expertise of the public and interagency participation process
- (9) expertise of the travel demand modeling process and ability operate forecasting software.
- (10) understanding of multi-modal planning process and products.
- (11) knowledge and understanding of State and Federal processes and regulations for air quality conformity and Long-Range Transportation Plans.
- (12) experience in calibrating and running travel demand models, specifically TRANSCAD – and publish reports.
- (13) Experience and or knowledge of the INVEST evaluation tool.

The Selection Committee will use a quantifiable grading (or points) system to select a consultant. Each member will complete a scoring sheet based on various criteria for selection. The scoring system will utilize a grading system that ranks qualifications from poor to excellent and, in some areas, will be weighted. Results of the selection committee’s process, using this scoring system will provide a highest score and, upon consensus of the committee, subsequent selection.

The 5-person selection committee will be comprised of the following members; Kingsport MTPO Manager, Kingsport MTPO Coordinator, TDOT Representative, VDOT Representative, and the Sullivan County Planning Director. The selection committee, if needed, may call upon expert staff members to provide additional guidance in the selection process.

### **d. Fee Negotiations**

## NO FEE'S ARE BEING SOLICITED AT THIS TIME

The selected firm will submit a letter (paper – sign and dated) providing and formalizing the lump sum fee for development and completion of the Plan – which includes completion of the travel demand model

Include fees for the following;

1. Development and approval of 2040 transportation Plan – Total Fee
2. Development and Completion of the Travel Demand Model for the Kingsport 2040 Plan – sub-contracted services

MTPO Staff and selection committee will evaluate the total fee and determine its acceptability. If it is determined that an adjustment is necessary, discussion with the selected firm will occur. If a fee on the adjustment can not be reached, then the selected firm will be notified of the cancellation of acceptance. The committee will subsequently re-convene to determine further action and consider other submittals. This process will continue until a firm with an accompanying fee is accepted and agree upon by the MTPO Selection committee.

### **e. Communications on RFQ Process and Selection**

#### **Questions / Comments on RFQ**

Comments and/or questions, concerning the RFQ and the selection process must be made in writing and directed to the contact person, as identified below. Written questions must be received no later than three (3) business days prior to the deadline for submitting qualifications.

## 6 Contract Terms, RFQ Schedule

### **a. RFQ Process; Tentative / Estimated Schedule;**

Deadline -- Receipt of Statement of Qualifications (sealed envelope);  
June 29, 2015

Kingsport MTPO Budgetary and Contract Process (through City Council); as needed –  
August 4, 2015

Issuance of “Notice to Proceed”;  
August 11, 2015

## 7 Estimated Schedules of Development

### Development / Adoption of 2040 Transportation Plan

DEADLINE for Adoption of the Kingsport MTPO-Area 2040 Plan is

**June 7, 2017**

(note: with exception of the final completion deadline, the preliminary / internal dates are flexible and, at the discretion of the MTPO Staff and supervising agencies, can be changed)

No,	Begin/Complete	Elements / Activities	Review / Approval
1	August 11, 2015 September 11, 2015	Organization Meetings Process Scheduling / Assignments	MTPO Staff
2	August 11, 2015 September 11, 2015	Review and evaluation of current (2030) Plan; Revision of Goals and Objectives	MTPO Staff TDOT, VDOT
3	Ongoing; August 11, 2015 April 1, 2015	Inter-Agency Consultation (not for air quality) and Public Participation Process	MTPO Staff, Inter- Agency Committee TDOT, VDOT, FHWA, FTA
4	October 11, 2015 January 11, 2015	TRANSCAD Model Assembly and Development (begin process / calibration)	MTPO Staff, TDOT Modeling Division
5	October 11, 2015 January 11, 2016	Network Revisions, Data Collection on Current Transportation System / Study Area Demographics	MTPO Staff, TDOT Modeling Division
6	December 11, 2015 February 11, 2016	Calibration and validation of Model – further data collection if necessary	MTPO Staff
7	August 11, 2015 February 11, 2016	Development of Chapters; Intro/Goals/Methodology, Title VI, Public / Inter-Agency Participation / Consultation	MTPO Staff
8	August 11, 2015 February 11, 2016	Data Collection on Other Elements; Public Transit, Freight, Bike-Ped, Systems Management	MTPO Staff
9	October 1, 2015 April 1, 2016	Development of Chapters; Existing Roadway Network and Deficiencies, Existing / Future Demographics	MTPO Staff
10	April 1, 2016 June 1, 2016	Development of Chapters; Future Roadway Conditions (MODELING RESULTS), Recommended Improvements	MTPO Staff, TDOT Modeling Division
11	February 1, 2016 July 1, 2016	Complete other Chapters; Public Transit, Bike-Ped, Freight, Traffic Systems	MTPO Staff



		Management	
12	June 1, 2016 August 1, 2016	Complete other Chapters; Air, Rail, Enhancements, Maintenance	MTPO Staff
13	June 1, 2016 August 1, 2016	Other Chapters; Air Quality Issues / Plan, Environmental Impacts / Mitigation	MTPO Staff
14	August 1, 2016 October 1, 2016	Chapter; Financial Conditions / Constraints, Summary	MTPO Staff
15	October 1, 2016	Publish First Finished Draft	MTPO Staff
16	October 1, 2016 November 1, 2016	Review of First Draft by State DOT (30 days)	TDOT, VDOT
17	November 1, 2016 December 15, 2016	Corrections / Completion of Second Draft	TDOT, VDOT
18	December 15, 2016 January 30, 2017	Review of Corrected Second Draft to Federal Agencies, IAC Staff, Environmental Resources, MTPO ExStaff, MTPO Executive Board (30 days)	FHWA, FTA, TDOT, VDOT, Inter-Agency Coordin. Staff, Environ. Resources, MTPO ES and EB
19	January 30, 2017 March 1, 2017	Corrections to Final Draft (after review by Fed, IAC, Environ Resources, MTPO ES and MTPO EB	MTPO Staff
20	March 1, 2017 April 1, 2017	Review and Final approval by Federal Agencies	FHWA, FTA, Other Required Federal Agencies
21	April 1, 2017 May 15, 2017	MTPO Adoption Process, as specified in Kingsport Public Participation Plan (45 days) - Public Hearings At Specified Locations	MTPO Executive Staff and Executive Board
22	June 7, 2017	MTPO Executive Board- Adoption of Plan	MTPO Executive Staff and Executive Board

## 8. Contact / Communication / Additional Information

Any written questions concerning this Request for Proposal may be submitted to the offices of the Kingsport MTPO - telephone (423) 224-2677

### Additional Contact Information

mail; Kingsport Tn / Va MTPO  
225 West Center Street, Kingsport, Tn. 37660

contacts; William A. Albright, Kingsport MTPO  
telephone; (423) 224-2677

e-mail; [billalbright@kingsporttn.gov](mailto:billalbright@kingsporttn.gov)

Unauthorized contact regarding the is RFQ with employees or official of the Kingsport MTPO, other than the aforementioned contact persons, may result in disqualification form this procurement process

Any oral communication shall be considered unofficial and non-binding with regard to this RFQ. Contact persons must receive all written comments, including questions and requests for clarification, no later than the deadlines as set for in Section 6.

The MTPO reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFQ. However, only the MTPO's official, written responses and communications shall be considered binding with regard to the RFQ.



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, effective on \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "CONSULTANT" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for professional services and other adjunct services as may be authorized by OWNER for \_\_\_\_\_, and;

WHEREAS, CONSULTANT desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

### **ARTICLE I SCOPE OF SERVICES AND SCHEDULE**

- 1.1 The work and services to be performed (hereinafter referred to as "Services") by CONSULTANT shall be in accordance with CONSULTANT's Scope of Work, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.
- 1.2 On receiving authorization to proceed with the work, CONSULTANT shall proceed with the Scope of Work contained in Appendix A.
- 1.3 CONSULTANT shall proceed on a schedule mutually agreed with OWNER.

### **ARTICLE II INDEPENDENT CONTRACTOR**

2.1 CONSULTANT warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. CONSULTANT shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The CONSULTANT shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. CONSULTANT agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

### **ARTICLE III COMMITMENT OF PERSONNEL**

- 3.1 CONSULTANT represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.
- 3.2 All the Services required hereunder will be performed by CONSULTANT or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.



## **ARTICLE IV COMPENSATION**

- 4.1 OWNER agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed \_\_\_\_\_. Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified in OWNER'S Responsibilities section of Appendix A, if such is included.
- 4.2 CONSULTANT shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.
- 4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from CONSULTANT of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to CONSULTANT within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice. OWNER is not required to pay more than 90% of the compensation set out in 4.1 above until approval of Final Payment. Final payment, constituting the entire unpaid balance of the amount set out in 4.1 above, shall be made by OWNER to CONSULTANT only after CONSULTANT has fully performed and achieved Final Completion of the Services, and has provided OWNER all documents required by this Agreement.
- 4.4 CONSULTANT shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided CONSULTANT receives written authorization from OWNER to make such amendments.

## **ARTICLE V PERIOD OF PERFORMANCE**

- 5.1 The Scope of the Services to be performed by CONSULTANT shall be fully and finally completed within \_\_\_\_\_ calendar days from the date of this Agreement. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

## **ARTICLE VI LIABILITY AND INSURANCE**

- 6.1 Public and Professional Liability - CONSULTANT shall fully indemnify, defend and save harmless OWNER, its Board of Mayor and Aldermen, employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of CONSULTANT, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by CONSULTANT. The provisions of this Article VI shall survive the termination or expiration of this Agreement.
- 6.2 Insurance - Prior to beginning these Services, CONSULTANT shall, at CONSULTANT'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:

1. General Liability - occurrence basis bodily injury, personal injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
2. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, its Board of Mayor and Aldermen, its employees, and agents shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by CONSULTANT prior to the start of Services. CONSULTANT shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of CONSULTANT to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

## **ARTICLE VII TERMS AND CONDITIONS**

- 7.1 Successors and Assigns - This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
- 7.2 Subletting, Assignment, or Transfer - This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.
- 7.3 Extent of Agreement - This Agreement constitutes the entire and integrated agreement between OWNER and CONSULTANT and no other written or oral understanding shall constitute part of this Agreement.
- 7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.
- 7.5 Compliance of Laws - CONSULTANT shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.
- 7.6 Termination – If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by CONSULTANT under this Agreement shall, at the option of OWNER, become its property and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of set off until such time as the exact amount of damages due OWNER from CONSULTANT is determined.

- 7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.
- 7.8 Right to Rely – The CONSULTANT shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release CONSULTANT from its responsibility or liability.
- 7.9 Dispute Resolution – In the event that a conflict arises that cannot be resolved between the parties, OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.
- 7.10 Waiver of Consequential Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

## **ARTICLE VIII OWNERSHIP OF DOCUMENTS**

- 8.1 All documents, reports and material prepared by CONSULTANT in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed the CONSULTANT, provided CONSULTANT is not in breach of this Agreement. CONSULTANT hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by CONSULTANT or its subcontractors in the performance of or in connection with CONSULTANT'S Services and duties under this Agreement shall be vested solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and CONSULTANT waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.



\_\_\_\_\_

CITY OF KINGSPORT

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

## Request for Qualifications

### Long-Range (Year 2040) Transportation Plan

The Kingsport Area MTPO, a federally mandated multi-jurisdictional organization responsible for transportation planning in the Kingsport Urban Area, is seeking qualifications for a multi-year contract for the following product;

Development and completion of the Kingsport MTPO Study Area Long-Range (Year 2040) Transportation Plan, as detailed in the RFQ specifications document, copies of which can be obtained from the offices of the Kingsport Area MTPO – located at 201 West Market Street, Kingsport Tennessee, or the City of Kingsport's Procurement Office, located at 625 West Industry drive, Kingsport, Tennessee. A copy of the RFQ document is also available on-line at <http://purchasing.kingsporttn.gov/list>. The Long-Range Transportation Plan will include an all-important travel demand modeling element (using TRANSCAD) as well as several other vital topics and elements, including multi-modal concepts and plans, financial parameters, public participation process, state and federal agency participation, the MTPO process, freight planning, bike/ped planning, land use and demographic research, and identification of future transportation needs. Knowledge and experiencing in developing a plan that include all of these elements is required. The Plan must also meet all requirements as set forth in federal and state legislation i.e. MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP- 21), in place at the time of adoption by the MTPO Executive Board. In addition, the contract forthcoming from this request will be subject to compliance with any and all federal, state, and local regulations related to federally-funded consulting contracts i.e. President's Executive Orders, and Title VI and Title VII specifications.

Qualified Disadvantaged Business Enterprises (DBE's) are encouraged to apply, but must hold DBE certifications in Tennessee or Virginia.

**Qualifications may be mailed or delivered to the Procurement Manager, 255 West Center Street, Kingsport, TN 37660, but must be received no later than 4:00 P.M. Eastern Time, on Monday, June 29, 2015 , at which time , will be publicly opened and only the names of the submitters will be read aloud in the Council Room, City Hall..**  
The City has right to accept or reject any or all bids received, to waive any informalities, and to re-advertise.

Documents for the above referenced project are available online  
@[www.purchasing.kingsporttn.gov/list](http://www.purchasing.kingsporttn.gov/list). Interested parties may also contact the Procurement Department @ 423-229-9419.

PUB 1T: 06/14/15

Tilden J. Fleming  
City Manager

